

**BOARD OF YAKIMA COUNTY COMMISSIONERS**  
**NOTICE TO PROPOSERS No. C11607-P**

NOTICE IS HEREBY GIVEN by the undersigned that electronic sealed Proposal will be accepted via PublicPurchase.com until the hour of 11:00:00 AM on September 1, 2016. At such time, RFPs will be publicly opened in Yakima City Hall located at 129 N. 2nd Street, Yakima, Washington 98901 for:

**Transportation, Processing and Recycling/Disposal of Used Motor Oil, Spent Antifreeze & Filters**

Instructions to register with PublicPurchase.com and bid online are available at [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing).

Yakima County reserves the right to reject any and all Proposals, or parts thereof. Yakima County hereby notifies all Proposers that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

**DONE** this 1<sup>st</sup> day of August 2016.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: 08/01/2016

**YHR acct. 11808**



YAKIMA COUNTY REQUEST FOR PROPOSAL # C11607-P  
SIGNATURE SHEET  
THIS IS NOT AN ORDER



**THIS FORM MUST BE SUBMITTED/UPLOADED WITH YOUR BID**

RFP Release Date: August 1, 2016

**Proposal Receipt:** Vendors must first register with PublicPurchase.com and Proposal shall be completely uploaded into PublicPurchase.com no later than the date and time listed below. Register as early as possible and do not wait until the due date to upload your documents, as this may take some time. Late Proposals will not be accepted or evaluated. If you try to submit a Proposal late, the electronic system will not receive it. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of Proposal opening, unless otherwise noted.

**RFP's ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM**

Purchasing For:

Yakima County  
Public Services, Solid Waste  
Yakima, WA 98902

Buyer in charge of this procurement (Contact for further information):

Susan Knotts, CPPO, CPPB  
Buyer II

Proposals Must be completely uploaded by:

**September 1, 2016 at 11:00:00 PM PST**

Public Opening ☒

Phone

(509) 575-6095

E-Mail Address

[Susan.Knotts@YakimaWA.Gov](mailto:Susan.Knotts@YakimaWA.Gov)

**PROJECT DESCRIPTION SUMMARY**

**Transportation, Processing and Recycling/Disposal of Used Motor Oil, Spent Antifreeze & Filters**

Enter Prompt Payment Discount: \_\_\_\_\_%net \_\_\_\_\_days

**Delivery Details:** FOB Destination, Inside Delivery required

☐ I hereby acknowledge receiving **addendum(a)** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (use as many spaces as addenda received)

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by Yakima County in this Request for Proposal and all terms of our Proposal.

Company Name

Company Address

Name of Authorized Company Representative (Type or Print)

Title

Phone ( )

Fax ( )

Signature of Above

Date

Email Address

## TABLE OF CONTENTS

NOTICE TO PROPOSERS No. C11607-P	1
SIGNATURE SHEET	2
I. DEFINITIONS	6
A. The following definitions of terms shall apply, unless otherwise indicated:.....	6
II. GENERAL INFORMATION	7
A. Introduction .....	7
B. Scope and Objectives.....	7
C. Background and Current Operations.....	7
D. Contracting Agency and Point of Contact .....	8
E. Public Record Access .....	8
F. Proprietary Information.....	9
G. Proprietary or Confidential Design Information .....	9
H. Clarifications and/or Revisions to Specification and Requirements .....	9
I. News Releases.....	10
J. Proposers Conference and Site Visit.....	10
K. Examining Documents & Facilities .....	10
L. Calendar of Events .....	10
M. Contract Term.....	10
N. Incurring Costs.....	10
O. No Obligation to Contract .....	10
P. Retention of Rights .....	10
Q. Best Modern Practices .....	10
R. More or Less .....	11
III. PREPARING AND SUBMITTING A PROPOSAL	11
A. General Instructions .....	11
B. Submitting a Proposal .....	11
C. Organization and Format of Required Proposal Elements.....	11
D. Multiple Proposals .....	12
E. Withdrawal of Proposals.....	12
IV. EVALUATION AND CONTRACT AWARD	13
A. Preliminary Evaluation.....	13
B. Proposer Presentations .....	13
C. Evaluation Criteria .....	13
D. Proposal Scoring .....	13
E. Award / Best and Final Offers.....	13
F. Offer in Effect for Ninety (90) Days.....	14
G. Notification of Intent to Negotiate/Intent to Award .....	14
H. Right to Reject Proposals and Negotiate Contract Terms .....	14

I.	Protest Procedure.....	14
V.	GENERAL PROPOSAL REQUIREMENTS	15
A.	Mandatory Proposer Qualifications .....	15
B.	Mandatory Contract Performance Requirements.....	16
C.	General Requirements .....	18
D.	Proposer References.....	19
E.	Price Form .....	19
F.	Describe Approach .....	19
G.	Vendor Questionnaire.....	19
H.	Safety Questionnaire .....	19
VI.	COST PROPOSAL	19
A.	General Instructions for Preparing Cost Proposals .....	19
B.	Total Project Cost .....	19
C.	Pricing and Discount.....	19
D.	Price Clarifications .....	20
E.	Prompt Payment .....	21
F.	Tax Revenues .....	21
VII.	GENERAL TERMS AND CONDITIONS	21
A.	Provision of Services .....	21
B.	Contractor Compliance and Responsibility for Actions .....	21
C.	Specifications .....	22
D.	Deviations and Exceptions .....	22
E.	Quantities .....	22
F.	Delivery.....	22
G.	Other Owner Departments/Like Items Added .....	22
H.	Acceptance-Rejection.....	22
I.	Payment Terms and Invoicing .....	22
J.	Public Records Access .....	23
K.	Proprietary Information .....	23
VII.	SAMPLE CONTRACT	25
A.	Statement of Work.....	25
B.	Contract Term.....	26
C.	Compensation .....	26
D.	Performance by Contractor .....	27
E.	Compliance with Laws.....	28
F.	Taxes and Assessments .....	28
G.	Nondiscrimination Provision .....	29
H.	Examination of Records .....	29
I.	Production of Records .....	29
J.	Confidential, Propriety and Personally Identifiable Information .....	30

K.	Performance Guarantee .....	30
L.	Performance Bond .....	31
M.	Indemnification and Hold Harmless.....	31
N.	Contractors Liability Insurance .....	31
O.	Change or Notice.....	33
P.	Price Increase.....	36
Q.	Suspension of Work .....	36
R.	Termination.....	36
S.	Dispute Resolution .....	36
T.	Re-Award .....	36
U.	Miscellaneous .....	36
XIII.	REQUIRED FORMS .....	39
A.	Signature Sheet (Page 2) <i>Must be submitted/uploaded into Public Purchase with your Proposal</i> .....	2
B.	Price Form <i>Must be submitted/uploaded into Public Purchase with your Proposal</i> .....	40
C.	Vendor Questionnaire Form <i>Must be submitted/uploaded into Public Purchase with your Proposal</i> .....	44
D.	Safety Questionnaire Form <i>Must be submitted/uploaded into Public Purchase with your Proposal</i> .....	48
E.	Proposer References Form <i>Must be submitted/uploaded into Public Purchase with your Proposal</i> .....	49
F.	Orders, Notices, or Citations Form <i>Must be submitted/uploaded into Public Purchase with your Proposal</i> .....	50
G.	Performance Bond (Due at time of Award) .....	51
H.	Certificate of Insurance with Additional Insured Endorsement (Due at time of Award) .....	52

## I. DEFINITIONS

### A. The following definitions of terms shall apply, unless otherwise indicated:

**“Benchmark”** is a point of reference for setting the price of a commodity.

**“BOCC”** mean the Board of County Commissioners.

**“Buyer”** means the contact person listed on page 2 of this document.

**“COB”** mean the Clerk of the Board.

**“Contract”** means written agreement between the “Owner” and the “Contractor” (or “Successful Proposer”) that covers the delivery of work/service to be performed subsequent to this RFP.

**“Contract Manager”** means the individual in the City of Yakima/Yakima County Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

**“Contractor”** means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

**“County”** means Yakima County, Washington. Also referred to as “Owner”.

**“Department”** means the City of Yakima/Yakima County, Department/Division.

**“Executive”** means the Yakima County Board of County Commissioners.

**“Owner”** also referred to as Yakima County.

**“Project Manager”** means the individual in City of Yakima/Yakima County Departments/Divisions and/or an assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

**“Proposal”** means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

**“Proposer”** means any individual, company, corporation, or other entity that responds to this RFP.

**“RFP”** means Request for Proposal.

**“SOW”** means Statement of Work.

**“Subcontractor”** means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

**“WTI”** is the West Texas Intermediate also known as Texas light sweet, and is used as a benchmark in Crude oil pricing. [www.Up.com/Customers/Surcharge/WTI/Prices](http://www.Up.com/Customers/Surcharge/WTI/Prices)

**Transportation, Processing, Recycling/Disposal of Used Motor Oil, Spent Antifreeze & Filters**

**II. GENERAL INFORMATION**

**A. Introduction**

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for transportation, processing, and recycling/disposal of used motor oil, spent antifreeze and filters. The Yakima County (referred to as "Owner" throughout this document), Public Services, Solid Waste as represented by City Purchasing, intends to use the results of this solicitation to award a contract for such services.

**B. Scope and Objectives**

The Owner's Public Services, Solid Waste Division is requesting proposals for the transportation, processing, and recycling/disposal of used motor oil, spent antifreeze and filters from different sites around Yakima County. The overall objective of this RFP is to result in a contract with a qualified Contractor who can; pick-up and provide adequate transportation, processing and recycling/disposal of used motor oil, spent antifreeze, crushed and uncrushed oil filters from the various locations listed in these specifications, keep and maintain a clean and orderly appearance of these sites, and provide the necessary paperwork and documentation of the product picked-up.

**C. Background and Current Operations**

*ABOUT THE COUNTY*

Yakima County is located in South Central Washington State. It is bounded to the north by Kittitas County, to the south by Klickitat County, on the west by Thurston, Lewis and Skamania Counties and the east by Benton and Grant Counties. The geography varies from densely timbered, mountainous terrain at the crest of the Cascade Mountain Range in the west to rolling foothills, broad valleys, and arid sagebrush covered regions to the east to fertile valleys in the central and southern parts of the County that has made agriculture the staple of the economy over the last 100 years. The highest point in the county is Mount Adams at 12,277 feet (3,742 meters) above sea level. The City of Yakima sits at 1,068 feet. Yakima County is 4,296 square miles, or approximately 2.75 million acres, making it the second largest county in Washington. Three entities own over 1.7 million of the total acres of Yakima County. The City of Yakima, the ninth largest city in the state, contains over 35% of the population (93,101). 90% of the state's population is within a 3-hour drive from Yakima.

*BACKGROUND*

The County provides a full range of municipal services contemplated by charter or statute. These include public safety (police, fire, and building), public improvements (streets, traffic signals), sanitation (solid waste disposal, sanitary wastewater utility), water and irrigation utilities, transit, community development, parks and recreation, and general administrative services.

Yakima County Solid Waste operates a permanent Household Hazardous Waste Collection Facility (HHW Facility) for the collection and proper management of Household Hazardous Waste (HHW) and Small Quantity Generator (SQG) hazardous wastes. The two waste streams are co-managed as moderate risk waste in accordance with Washington Department of Ecology regulation Chapter 173-303 WAC and applicable policies.

*CURRENT OPERATIONS*

Currently the Owner collects used motor oil, spent antifreeze and crushed and/or uncrushed oil filters at the Household/Business Moderate Risk Waste Facility located at the Terrace Heights Landfill, 7151 Roza Hill Drive, Yakima Washington 98901. The Facility serves a residential population of approximately 240,000 and is open for operation Wednesday-Saturday from 9:00 AM to 5:00 PM. These materials originate from home owners

and conditionally exempt small quantity generators in Yakima County. In 2015 Yakima County collected a total of 62,510 gallons of used motor oil; 7,195 gallons of spent antifreeze; 2,569 pounds of crushed oil filters and 37,765 pounds of uncrushed oil filters.

**In 2015, Yakima County collected the following:**

	<b>Used Motor Oil</b>	<b>Spent Antifreeze</b>	<b>Crushed Oil Filters</b>	<b>Uncrushed Oil Filters</b>
<b>Terrace Heights HHW Facility</b>	20,125 gallons	7,195 gallons	2,569 pounds	37,765 pounds
<b>Various Collection Sites</b>	42,385 gallons	-0-	-0-	-0-
<b>Total</b>	<b>62,510 gallons</b>	<b>7,195 gallons</b>	<b>2,569 pounds</b>	<b>37,765 pounds</b>

In addition, used motor oil is collected at various other collection sites located in Yakima County. The collection system consists of these 17 sites within the County. Each site has, at a minimum, a 350 gallon oil collection tank.

**Locations for collection of used motor oil, spent antifreeze, crushed and/or uncrushed oil filters are:**

Bleyhl Farm and Home Supply 940 E. Wine County Rd., Grandview	Bleyhl Farm and Home Supply 1720 Eastway Rd., Sunnyside	Bleyhl Farm and Home Supply 1404 First Ave., Zillah
Cenex 2202 S. 1st Street, Yakima	Cheyne Landfill 4970 Cheyne Rd., Zillah	City of Mabton Main Street, Mabton
City of Moxee 255 W. Seattle Ave., Moxee	Harold's General Merchandise 4080 Harrah Rd., Harrah	Highland Quick Stop 16841 Summitview Rd., Cowiche
Lower Valley Transfer Station 1150 Luther Rd., Granger	Mt. Clemen Chevron 9331 Highway 12, Naches	Schuck's O'Reilly Auto Supply 1216 S. 1st Street, Yakima
Suntides Market 11 Pence Rd., Gleed	Terrace Heights Landfill 7151 Roza Hill Drive, Yakima	Topp Auto Parts 717 W. 1st Street, Wapato
Town of Granger 102 Main Street, Granger	Zillah City Shop 132 1st Ave. Zillah	

**D. Contracting Agency and Point of Contact**

This RFP is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

**E. Public Records Access**

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.



#### **F. Proprietary Information**

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

#### **G. Proprietary or Confidential Design Information**

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

#### **H. Clarifications and/or Revisions to Specification and Requirements**

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concern and request modification or clarification of the RFP document.

Any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) business days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on the City of Yakima website at [www.YakimaWA.Gov/Services/Purchasing](http://www.YakimaWA.Gov/Services/Purchasing) and sent directly to interested parties who have registered for updates to this RFP on Public Purchase at [www.PublicPurchase.com](http://www.PublicPurchase.com).

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

**I. News Releases**

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.

**J. Proposer Conference and Site Visit**

A proposer conference will not be conducted.

**K. Examining Documents & Facilities**

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all facilities/locations and all relevant documents and acknowledged all requirements contained herein before proposing.

**L. Calendar of Events**

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

DATE	EVENT
August 1, 2016	RFP Issuance
August 25, 2016	Due date for written questions
August 26, 2016	Addenda -Written answers provided (target)
<b>September 1, 2016 at 11:00:00 PM PST</b>	<b>Proposals Due</b>

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

**M. Contract Term**

See Section 2 of Contract.

**N. Incurring Costs**

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

**O. No Obligation to Contract**

This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

**P. Retention of Rights**

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests. All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

**Q. Best Modern Practices**

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof

may not be made in these specifications.

#### **R. More or Less**

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

### **III. PREPARING AND SUBMITTING A PROPOSAL**

#### **A. General Instructions**

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

#### **B. Submitting a Proposal**

Proposals shall be completely uploaded no later than the date and time listed on Page 2 of this RFP. Late Proposals will not be accepted or evaluated. If you try to submit a Proposal late, the electronic system will not receive it.

If City Hall is closed for business at the time scheduled for opening, for whatever reasons, vendor's response will be accepted and opened on the next business day of the City, at the originally scheduled hour.

Proposers must submit their response electronically through **Public Purchase** at [www.PublicPurchase.com](http://www.PublicPurchase.com) where they will be kept in an electronic lockbox until date and time of opening. To register as a Vendor with Public Purchase, go to [www.PublicPurchase.com](http://www.PublicPurchase.com) or the City of Yakima website at [www.YakimaWA.Gov/Services/Purchasing](http://www.YakimaWA.Gov/Services/Purchasing). The City/County is not responsible for late proposals due to operator error, electronic malfunction, system errors or interruptions affecting the Public Purchase site and the processing of any Proposals. The Purchasing Manager reserves the right to make exceptions for extenuating circumstances.

Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and uploaded to Public Purchase in a separate file marked "confidential". All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be uploaded to Public Purchase.

#### **C. Organization and Format of Required Proposal Elements**

Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading should be separated by tabs or otherwise clearly marked.

##### **Tab 1 - Table of Contents**

Provide a table of contents for the Proposal.

##### **Tab 2 - RFP Cover Sheet**

Complete and sign the Signature Sheet, which is page 2 of this RFP solicitation.

##### **Tab 3 - Transmittal Letter**

The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- 1) Name and title of Proposer representative;
- 2) Name, physical and mailing address of company;

- 3) Telephone number, fax number, and email address;
- 4) RFP number and title;
- 5) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 6) A statement acknowledging the Proposal conforms to all procurement rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
- 7) A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP,
- 8) A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference materials and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;

**Tab 4 - Response to Mandatory Requirements**

Provide a point-by-point response to each requirement specified in Sections V., Subsection A. and B. of this RFP. Responses that fail to meet the mandatory requirements shall be rejected.

**Tab 5- Response to General Requirements**

Provide a point-by-point response to each requirement specified in Section V., Subsection C. of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

**Tab 6– Sample Contract and Terms and Conditions**

The Sample Contract, General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer's suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

**Tab 7 – Required Forms**

Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

**Tab 8 - Cost Proposal Information**

Provide all cost information according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of any Optional Services and the price for each service.

**D. Multiple Proposals**

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and identified as Proposal #1, Proposal #2, etc.

**E. Withdrawal of Proposals**

Proposers may withdraw or supplement their proposal at any time up to the proposal closing date and time. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time. After proposal closing date and time, all submitted Proposals shall be irrevocable until contract award.

## IV. EVALUATION AND CONTRACT AWARD

### A. Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

### B. Proposer Presentations

Based on evaluation of the written proposals by the Evaluation Team on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals if requested by the Evaluation Team. The Evaluation Team will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

### C. Evaluation Criteria

The proposals will be scored using the following criteria:

#	Description	Max Points
1	General Requirements	25
2	Experience	25
3	Reference & Past Performance	25
4	Citations	10
5	Spill Response & Safety Questionnaire	15
6	Vendor Questionnaire	20
7	Cost	30
TOTAL POSSIBLE POINTS		150

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that best meets the needs of the Owner, not necessarily the lowest cost Proposal.

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the general and technical requirements in the RFP.

### D. Proposal Scoring

An estimated two to four top scoring Proposals may be short-listed based on an evaluation of the written Proposal by the Evaluation Team on the stated criteria. A Proposer may not contact any member of an Evaluation Team except at the Evaluation Team's direction.

Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed Proposers, the Evaluation Team will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

### E. Award / Best and Final Offers

The Purchasing Manager/Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Team's Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest

scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Team members, according to their score. The Evaluation Team shall then offer an "Intent to Negotiate and/or Intent to Award" the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

**F. Offer in Effect for Ninety (90) Days**

A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

**G. Notification of Intent to Negotiate/Intent to Award**

Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

**H. Right to Reject Proposals and Negotiate Contract Terms**

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

**I. Protest Procedure**

Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: [Sue.Ownby@YakimaWA.Gov](mailto:Sue.Ownby@YakimaWA.Gov). The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no less than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Vendor:

*Step I.* Purchasing Manager and Division Manager of solicitation try resolving matter with Protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

*Step II.* If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the Department Head by the Purchasing Manager.

*Step III.* If still unresolved, within three (3) business days after receipt of appeal, the protest may be appealed again to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

**Award Announcement**

Purchasing shall announce the successful Proposer via Public Purchase, Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing.

**Award Regardless of Protest**

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

## V. GENERAL PROPOSAL REQUIREMENTS

In selecting a Contractor for this service, studied consideration will be given to the contents of Proposals. Proposers should describe in great detail how they propose to meet the requirements attached herein. All requirements in this section will be scored.

The following requirements in Sections A. and B. are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement in Sections A. and B. must indicate that the Proposer either “does comply” with the requirement or “does not comply”. No explanation is required, as non-compliance with any of the following requirements will result in proposal rejection and remove that Proposal from further consideration.

In order to qualify for the award of contract, Proposers should meet the following minimum qualifications. Further, the qualifications as set forth herein are designed to establish experience criteria with which the Proposer demonstrates his capability to provide transportation, processing and recycling/disposal services to all locations as needed. All proposal submissions are based upon an understanding and commitment to the goals and objectives below.

The decision of the Owner and the staff as to the acceptable qualifications of the Proposer shall be final and binding without any right of appeal.

If you feel the Mandatory Proposal Requirements are proprietary, contact the Buyer listed on Page 2 to determine if requirements should be changed.

### A. Mandatory Proposer Qualifications

1. Proposer must have at least three (3) years of experience in successful management of transportation/shipping, processing and Recycling/disposal of used motor oil, spent antifreeze and crushed/uncrushed filter.
2. Proposer shall employ individuals with experience working with Washington State Waste regulations and state specific waste codes for services work under this contract.
3. Proposer must provide a list of current relevant local, state and federal permits, licenses or other authorization(s) issued for provision of services to be rendered under this proposal, including a UBI number.

Proposer must also provide a list of the same for any final disposal facilities, subcontractor, interim/temporary storage areas or any other company, business or agency intended to be used in connections with the proposal.

4. Proposer must be currently providing waste transportation, treatment, storage, recycling, and disposal services for these types waste. List all companies you are currently providing this service for with address, phone number, contact person and how long you have been providing them this service.

5. Proposer has not received a corporate criminal conviction within the past three (3) years.

6. Proposer must provide a list on the attached form labeled *Orders, Notices or Citations* (page 50), of any citations, notice of violations or violations, administrative orders, court orders, judgments, or other enforcement actions brought against the Proposer by any regulatory entity or other agency within the past five (5) years, including corrective actions taken, regarding improper operational, safety or environmental activity.

Proposer must also provide a list of the same on the attached form labeled *Orders, Notices or Citations* for any final recycle/disposal facilities, subcontractor, interim/temporary storage areas or any other agency intended to be used in connections with the proposal for the last five (5) years.

Failure to provide accurate information under this provision will result in a rejection of the Proposal. Furthermore, failure to provide accurate information under this provision may be considered a breach of contract by Proposer if such failure is discovered after the contract is awarded.

7. Proposer is not currently rendered ineligible from doing business or receiving monetary benefits from a government agency because of debarment or suspension by EPA.

8. Spill Response: Contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or subcontractors.

a) Spill Response Plan; Proposer must provide a copy of their Spill Response Plan and procedures that would be used during loading, unloading and transporting of wastes.

Contractor Spill Response Plan must include the following actions:

- Evacuate and warn those persons that may be affected by the spill.
- Immediately contact Emergency Response Agencies (i.e. call 911)
- Contact Owner's representative.
- Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules and standards.
- Provide all notifications and reports as specified by federal, state and local laws, regulations, rules, standards and permits.

Proposer must also include a copy of their training program(s) for these procedures and a schedule of how often training is provided.

b) Please indicate if your employees will be able to respond to these spills that occur at the Owner's facility(s) and locations listed while they are loading wastes or performing any other services and how this will impact your company's liability and/or Yakima County's liability under Workers Safety regulations.

## **B. Mandatory Contract Performance Requirements**

1. Contractor must work with the Owner's waste management team to develop and carry out a Communication Plan.

a) The Communication Plan must include, at a minimum, a point of contact. Point of contact must be available by telephone during normal business hours 8:00 AM to 5:00 PM Pacific Standard Time, Monday through Friday for general contract services.



- b) Contractor must report to the Owner within 24 hours, any spills or accidents during loading and/or transportation of waste.

2. Certification of Disposal Documentation: Contractor shall return to the Owner's designated contact person, a certificate(s) of recycling, treatment, disposal and/or destruction (CD) for all waste handled within six (6) months of the date of manifest shipment.

3. Spent Antifreeze and Crushed or Uncrushed Oil Filters: The successful proposer will provide pickup of the above listed materials as needed. The Owner will call the Contractor to set up a time for the drums of materials to be picked up at the Terrace Heights Landfill. The successful proposer must pick up within five (5) working days and transport to their processing/recycling/disposal facility. The drums will be listed on a bill of lading, which will be signed by an Owner's representative and the driver. At the time of pickup, the Owner will be given a copy of the bill of lading listing the types and amounts/weights of waste material picked up by the contractor. The successful proposer will provide, to the Owner, 1A2 drums for shipping of these materials.

The successful proposer will insure the Owner that aggressive measures are taken to recycle as much of the material from the drums as possible. The Contractor will provide certificates of disposition to the Owner within ninety (90) days of pick up.

4. Used Oil Collection Sites: The successful proposer will monitor each used oil collection site at a minimum of once per week and remove collected used oil. The contractor will clean the screens and wipe down each oil collection tank weekly. The oil pumped from each site will be listed, by site, on a bill of lading delivered to the Household/Moderate Risk Waste Facility on a weekly basis.

The successful proposer will screen the used oil for chlorinated solvents according to the EPA regulations for PCB handling prior to pumping the oil from the collection sites including but not limited to a Chlor-D-Tect or equivalent or better. If the test indicates less than 1,000 ppm of chlorinated solvents, the Contractor shall pump the tank of all used oil. If the screening test shows levels greater than 1,000 ppm chlorinated solvents, the Contractor shall immediately closed and lock the container to the public and notify the Owner immediately. The Owner will then retest the tank and manage the waste appropriately.

5. Oil Storage Tank: The Owner has available to the successful proposer, a 12,000 gallon bulk oil storage tank at the Terrace Heights Landfill. The successful proposer may use this tank, only for oil collected at the sites listed, with the following additional requirements being met and approved by the Owner:

- a) Spill Prevention Control and Countermeasure Plan (SPCC) as per 40 CFR Part 112.
- b) Contingency Plan.
- c) Required notifications to the Washington State Department of Ecology and other regulating authorities.
- d) Completion of required inspections.
- e) Insurance and Certificate of Liability naming City/County of Yakima, it agents, elected and appointed officials, volunteers and employees as a covered Certificate Holder.
- f) Applicable SOP's (loading, unloading, inspections, etc.)
- g) Used oil is screened for chlorinated solvents according to the EPA regulations for PCB handling prior to pumping oil in or out of tank.

6. Tools and Equipment: The successful proposer shall be responsible for providing all labor, equipment, tools and other items necessary for the transportation, processing, recycling and/or final disposal of used motor oil, spent antifreeze and crushed or uncrushed oil filters.

7. Loading at Owner's Site: To the extent available, Owner may provide equipment and personnel to assist the Contractor in loading. Contractor shall ascertain the availability of Owner's loading equipment or personnel at the time of order placement or prior to scheduled pickup.

8. Transportation Resources: Contractor shall provide the necessary transportation services to meet the transportation needs of the Owner for services provided under this contract, including short-haul and long-haul trucking, rail, and over-water transportation. Bid price shall include all transportation costs, unless otherwise specified in the Proposal and on the Price Sheet.

Demurrage and Layover charges shall only apply when incurred at Purchaser's site and are only applicable when such charges are the result of delays caused by request or negligence of Purchaser. Contractor shall be compensated for costs associated with waiting times over thirty (30) minutes. Compensation shall be pro-rated on a per quarter hour basis. Demurrage and Layover charges shall be considered on a case-by-case basis with Purchaser's written approval before invoicing for such charge(s).

9. Transportation Documentation: In the event that materials contain chlorinated solvents or PCB waste:

- a) Contractor shall provide and utilize appropriate transportation documents for removal of all wastes as described herein from Purchaser's premises.
- b) The uniform manifest shall be reviewed and signed by an appropriate representative of the Owner prior to or at the time of waste pick-up. Manifest shall be completed as prescribed by federal, state and local laws, regulations, rules and standards.
- c) Contractor shall provide to Owner the original signed manifest(s), within thirty (30) calendar days of shipment.

If requested by the Owner:

- a) Each manifest, as well as all other required documentation or Bill(s) of Lading, shall be clearly and distinctly marked with the contract number and Owner's delivery order number as applicable. The contract number and delivery order number shall be noted in the upper right hand corner of each manifest.
- b) Contractor shall use the Owner's tracking system for assigning manifest and document numbers.
- c) Contractor shall provide all necessary data to enable the Owner to complete the Annual Reporting Information as required by Department of Ecology and/or EPA; this information shall be made available within twenty (20) business days of pick-up.

When wastes are manifested to a facility for temporary storage, repackaging or bulking, then the Contractor shall provide the Owner documentation that lists the Final RTSDF to which each waste container's contents were sent to, copies of the shipping manifest(s), Bill(s) of Lading(s), acknowledgement of receipt by the Final RTSDF and any other pertinent paperwork.

### **C. General Requirements**

The purpose of this section is to provide the Owner with a basis for determining a Proposer's capability to undertake this Contract. Responses to this Section will be scored.

1. Organizational Capabilities: Describe your company's experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance.

Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Owner and the Contractor during the Contract term.

2. Points not addressed: Proposers are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their unit.
3. Financial Capability to perform contract: Proposer shall submit a current Financial Review or Compilation Report by a CPA firm, which is not to be older than one (1) year.

#### **D. Proposer References**

Using the attached reference form (page 49), provide at least three (3) to five (5) references for organizations with whom your company has most recently provided services to similar to Yakima County over the last three (3) years. Include a contact name, telephone number, email address, and a clear, concise description of the project.

The Owner will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the Evaluation Team for this RFP and will be used when scoring the written proposal.

#### **E. Price Form**

Proposer must complete the Price Form on page 40 and submit it in accordance with Section III, Subsection C.

#### **F. Describe Approach**

**Describe your approach and how it will best accomplish the Owner's objectives as described in this RFP.**

#### **G Vendor Questionnaire**

Proposer must complete the Vendor Questionnaire from on Page 44 and submit/upload it into Public Purchase in accordance with Section III, Subsection C.

#### **H. Safety Questionnaire**

Proposer must complete the Safety Questionnaire from Page 48 and submit/upload it into Public Purchase in accordance with Section III, Subsection C.

## **VI. COST PROPOSAL**

#### **A. General Instructions for Preparing Cost Proposals**

Proposer must submit a Cost Proposal under Tab 8 of their proposal. If Proposer agrees to allow other governmental agencies to purchase goods or services from the awarded Contractor under the resulting contract, price accordingly so other jurisdictions can perform an apples to apples comparison for their resulting contract.

#### **B. Total Project Cost**

Proposer must provide a total project cost to include all requisite services, materials, work products and ancillary expenses.

Contractor and any subcontractors' travel expenses (e.g. airfare, lodging, and meals, insurance) and other miscellaneous expenses related to the provision of on-site services **must be included** in the proposed cost and cannot be an additional charge.

Contractor's expenses related to providing on-site services (e.g. protective clothing, rags, miscellaneous equipment) must be included in the proposed cost and cannot be at an additional charge.

Owner will coordinate and provide any requisite meeting space for on-site services.

#### **C. Pricing and Discount**

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts.

1. Unit prices shown on the Proposal or Contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or Contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.

a) *Used Motor Oil*; is the only index item. It will be based off the market for crude oil by using the posted *Daily Price* of the West Texas Intermediate (WTI) index at [www.up.com/customers/surcharge/wti/prices](http://www.up.com/customers/surcharge/wti/prices) for the 10<sup>th</sup> of the previous month and a multiplier to determining the unit price. If no unit price is posted for the 10<sup>th</sup> of the previous month, the price posted for the first day after the 10<sup>th</sup> of the previous month will be used. The unit price will be a per gallon price that is calculated combining the WTI amount and the Contractor's multiplier of either a plus or minus (+/-) amount

b) *Spent Antifreeze and Filters*; will be fixed pricing and will not use an index with a multiplier.

2. Price Increases/Changes: The prices and discounts shown on Proposal for spent antifreeze and filters shall be consistently applied and remain firm throughout the first twelve months of the contract. Index pricing on used motor oil shall remain firm throughout the life of the contract.

Non-index priced items: Price change request, if requested by the Contractor on the anniversary date of the contract, shall not produce a higher profit margin than that on the original Proposal. Any price change request must be submitted in writing, clearly identify the items impacted and be accompanied by documentation acceptable to the Owner which demonstrate to be industry-wide and sufficient to warrant an increase. All price increase request shall be approved by the City/County Purchasing Office. No other employee may accept a price change request on behalf of the Owner. If approved, the price change shall take effect thirty (30) days after notification was received by the City/County Purchasing Office and remain firm for the subsequent 12-month term. The conditions under which price increases may be granted shall be expressed in proposal documents and contracts or agreements.

Index priced items (used motor oil only): Because index pricing fluctuates from one day to another, contract prices will be allowed to increase or decrease during the life of the contract using the WTI benchmark specified above that serves as the basis for establishing the contract unit price. The price for used motor oil in the contract award shall escalate/de-escalate in exact proportion, using the multiplier, to the established index benchmark, and the multiplier shall remain constant throughout the contract period and any renewals thereafter.

If, during any term of the contract, better prices and rates become effective for like quantities of products under similar terms and conditions, through promotional discounts, or other circumstances, the Owner must be given immediate benefit of such pricing or should the Contractor enter into an agreement (of similar scope and value) with another customer which incorporates improved benefits or pricing, the Contractor shall immediately notify the Owner and offer to amend the Owner's contract to provide similar benefits or pricing.

3. In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30) days. No discount adjustments will be allowed.

#### **D. Price Clarifications**

The Owner reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

#### **E. Prompt Payment**

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the County, period of entitlement begins only after:

- a. Receipt of a properly completed invoice
- b. Receipt of all supplies, equipment or services ordered
- c. Satisfactory completion of all contractual requirements

#### **F. Tax Revenues:**

RCW 39.34.040 allows the County to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid in the lowest bid, after the tax revenue has been considered.

## **VII. GENERAL TERMS AND CONDITIONS**

The Owner intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this RFP. Refer to the attached "Professional Services Contract" for specific Terms and Conditions. Failure of the successful Proposer to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

#### **A. Provision of Services**

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the Owner's satisfaction; the Owner decision in that regard shall be final and conclusive. The Owner may inspect, observe and examine the performance of the services performed on the Owner premises for service at any time. The Owner may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If the Owner notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the Owner's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the Owner specifies. This remedy shall be in addition to any other remedies available to the Owner by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and Owner work rules.

#### **B. Contractor Compliance and Responsibility for Actions**

The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the Owner.

The Contractor shall:

1. Perform those tasks and deliver the services identified in this RFP and its response thereto.
2. Comply with all security and safety regulations in effect.

3. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
4. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the Owner. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
5. Correct any errors in the services found by the Owner or the Contractor.
6. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of Owner buildings. Under such circumstances, the Owner shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

### **C. Specifications**

The specifications in this request are the minimum acceptable.

### **D. Deviations and Exceptions**

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

### **E. Quantities**

The quantities shown in section *II. General Information, C. Back Ground and Current Operations* on page 8 in this request are approximate quantities based off service provided in 2015. The Owner reserves the right to increase or decrease quantities to meet actual needs.

### **F. Delivery**

Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials or service shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

### **G. Other Owner Departments/Like Items Added**

At any time during the term of this contract, or any extension thereof, other Owner departments may be served under these same terms and conditions. Additional like items/services may be added at the request of the Purchasing Manager, as long as the price of such additional products/services is based on the same cost/profit formula as the listed items/services.

### **H. Acceptance-Rejection**

The Owner reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the Owner. Proposals MUST be uploaded into Public Purchase and submitted on or before the date and time that the proposal is due.

### **I. Payment Terms and Invoicing**

The successful proposer shall make payment to the Owner within thirty (30) days after the materials have been removed from the Owner's sites or the Owner will pay properly submitted invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the Owner will seek reimbursement of the overpayment or will withhold such overpayment from future invoices.

Proposers are encouraged to offer a discount to Owner for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the Owner, period of entitlement begins only after:

- Receipt of a properly completed invoice
- Receipt of all supplies, equipment or services ordered
- Satisfactory completion of all contractual requirements

A good faith dispute creates an exception to prompt payment.

Invoices must be submitted within thirty (30) calendar days of pick-up to the correct address for processing, in accordance with instructions contained on the purchase order and below:

- Invoice date
- Name of Contractor
- Contract number (C11607-P) and Owner's (generator's) order number
- Manifest or Bill of Lading number, date of shipment, weight or shipment
- Detailed description of the services and supplies provided
- Description of wastes, including quantity (per gallon or per drum) transported, unit bid price and extended totals (shall include all laborers and operator's wages and fringe benefits, etc., all maintenance, repair, operation expenses, mobilizations and demobilization cost
- State and local sales taxes, as required by Washington State Department of Revenue
- Address where payment is to be mailed
- Waste Profile (Stream) Number(s) as applicable
- State/EPA Identification number (ID#) or address where services was provided
- Attached copies of Manifest(s) or Bill of Lading

Contractor is to provide a recap report of materials removed from the Owner's sites and sites listed for service with each payment due. Report is to include types of material removed and gallons or drums per site.

#### **J. Public Records Access**

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

#### **K. Proprietary Information:**

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

1. Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

#### **2. PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION**

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for

inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. **In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.**

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.



## VIII. SAMPLE CONTRACT

### PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION, PROCESSING AND RECYCLING/DISPOSAL OF USED MOTOR OIL, SPENT ANTIFREEZE AND FILTERS

**THIS PROFESSIONAL SERVICES CONTRACT** is made and entered into by and between the Yakima County, a Washington municipal corporation (hereafter the "Owner"), and \_\_\_\_\_ (hereafter the "Contractor").

**WHEREAS**, the Owner requires professional services (hereafter the "services") for Yakima County Public Services, Solid Waste Division (hereafter "Solid Waste") located at the Terrace Heights Landfill, 7151 Roza Hill Drive, Yakima, Washington;

**WHEREAS**, the Owner does not have the staffing levels or the specialized expertise and equipment necessary to provide said services;

**WHEREAS**, Contractor agrees to provide said services under the terms and conditions of this Contract;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the Owner and Contractor as follows:

#### A. Statement of Work

1. **Contract Documents:** The rights granted under this Agreement include the terms, conditions, covenants and representations contained in the following documents, all of which are incorporated herein by reference as though fully set forth:
  - a. The RFP, together with all exhibits, addenda and amendments thereto;
  - b. Contractor's Proposal and all accompanying exhibits submitted therewith by Contractor's response to the RFP; and
  - c. This Agreement and the documents referenced in this Paragraph shall be construed consistently with each other in order to best effectuate the intent of the Owner and Contractor as set forth in this Agreement.

In case of conflict or ambiguity, the documents shall have the following priority for the purpose of interpreting the terms, covenants, conditions, or duties therein: This Agreement, the RFP and the Proposal accepted by the Owner. The parties acknowledge that there are no other representations, agreements, or conditions not specifically referred to or set forth in the foregoing documents which are a part of this Agreement.

2. **Administrative Requirements:** The Contractor shall have the responsibility to provide a point of contact (contract manager) with responsibility for assuring that all locations and tanks are checked at the minimum of once a week, emptied if needed, wiped clean, and all other pick-ups and services are completed as required in RFP specifications including supervisor oversight of all Contract staff.

3. **Substitution:** The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the Board of County Commissioners, or pursuant to Section O. below entitled "Change or Notices". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the Owner.

4. Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in paragraph A.1. in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the “(Services).”

5. All provisions of this Contract are intended to be complementary, and any recycler and/or disposal of motor oil, spent antifreeze and filters required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the recycled or disposal of motor oil, spent antifreeze and filters that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the transportation, processing, recycling/disposal of motor oil, spent antifreeze and filters, without any increase in the compensation otherwise payable under this Contract.

## **B. Contract Term**

**The period of this contract shall be for a period of one year from its effective date. The Owner may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving notice in writing to the other party of its intention to cancel as outlined in this contract in Section R. Termination. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the Owner provides advance notice of the intention to not renew. Prices shall remain firm on index pricing during the life of this contract, or any extension thereof. For all non-index pricing, prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the proposal.**

## **C. Compensation**

1. As full compensation for satisfactory performance of transportation, processing and recycling/disposal of used motor oil, spent antifreeze and filters services, the Contractor and/or Owner shall pay as outlined in exhibit A.

2. Invoices: The monthly invoices will be will be submitted by Contractor to the Owner within thirty (30) calendar days of pick-up.

3. Payments: The Contractor shall make payment to the Owner within thirty (30) days after the materials have been removed from the Owner’s sites if the materials removed require compensation. If applicable, Owner will use its best efforts to pay each of Contractor’s invoices within thirty (30) days after the Owner’s receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the Owner. The Owner will notify the Contractor promptly if any problems are noted with the invoice. To insure prompt payment, each invoice should cite purchase order number, RFP number, description of item(s) removed/collected, unit and total price, discount term and include the vendor’s name and return remittance address.

Contractor will mail invoices to the Owner at the following address:

Yakima County Public Services, Solid Waste  
Terrace Heights Landfill  
7151 Roza Hill Drive  
Yakima, WA 98901

4. Reports: Contractor is to provide a recap report of materials removed from the Owner's sites and sites listed for service with each payment due. Report is to include types of material removed and gallons or drums per site.
5. Any additional service(s) provided by the Contractor which are to be paid by the Owner must have prior written approval of the Owner.

#### **D. Performance by Contractor**

1. Prime Contractor: Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.
2. Delegation of Professional Services: The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the Owner. Any such delegation or subcontracting without the Owner's prior written consent shall be voidable at the Owner's option.
3. No delegation of subcontracting of performance of any of the services, with or without the Owner's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").
4. Contractor shall at all times be an independent contractor and not an agent or representative of the Owner with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the Owner. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the Owner. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the Owner provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
5. Contractor shall perform the services in a timely manner and as outlined in RFP specifications, and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.
6. Licenses: Contractor and subcontractor(s) shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121. Contractor and subcontractor(s) shall be licensed and permitted to handle, transport, recycle and dispose of waste as described herein. Contractor and subcontractor(s) shall, without additional expense to the Owner, obtain and maintain current any licenses and permits necessary for compliance with federal, state and local laws, regulations, rules and standards. These shall include, but not be limited to, the following:
  - RCRA interim status or final status permits for RTSDF's or equivalent state permit; and
  - EPA identification numbers and any permits necessary for transportation of hazardous waste in Washington and any other states through which wastes will be transported.

Contractor shall furnish such documents as may be required to effect or evidence such compliance.

7. In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the RFP.

8. Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the services.

9. Removal of Subcontractor: If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the Owner may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.

10. Work Made for Hire: All work the contractor performs under this agreement shall be considered work made for hire, and shall be the property of the Owner. The Owner shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the contractor produces in connection with this agreement. On completion or termination of the agreement, the contractor shall deliver these materials to the project manager.

#### **E. Compliance with Laws**

1. Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon the Owner and applicable to the services). Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference.

2. Foreign (Non-Washington) Corporations: Although the Owner does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in Yakima County, at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in Yakima County.

#### **F. Taxes and Assessments**

1. Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the Owner is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

2. The Owner and its agencies are exempt from payment of all federal excise taxes and, but not sales tax (currently at 8.2%). Tax will not be considered in determining which proposal is the lowest or best, however RCW 39.30.040 allows the Owner to take any sales tax and B&O tax that is will receive from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

3. Vendor Tax Delinquency Vendors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

## **G. Nondiscrimination Provision**

1. During the performance of this Contract, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Contract.
2. With regard to the health care services to be performed pursuant to this Contract, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

## **H. Examination of Records**

1. The Contractor agrees to furnish the Owner with reasonable periodic reports and documents as it may request and in such form as the Owner requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter are to be covered by this Agreement.
2. The records relating to the services shall, at all times, be subject to inspection by and with the approval of the Owner, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the Owner's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the Owner sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
3. Recordkeeping and Record Retention: The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
4. The Owner shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

## **I. Production of Records**

1. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the Owner, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the Owner's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the Owner sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities. Contractor's records relating to the Services will be provided to the Owner upon the Owner's request.

2. Contractor shall promptly furnish the Owner with such information and records which are related to the Services of this Contract as may be requested by the Owner. Until the expiration of three (3) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington State Secretary of State's Record Retention Schedule, Contractor shall retain and provide the Owner access to (and the Owner shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.

3. All records relating to Contractor's services under this Contract must be made available to the Owner, and also produced to third parties, if required pursuant to the Washington Public Records Act, Chapter 42.56 RCW or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the

Washington State Secretary of State's Record Retention Schedule.

#### **J. Confidential, Proprietary and Personally Identifiable Information**

1. Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of Owner for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

2. Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

3. Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the Owner in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the Owner, as directed.

4. Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract, and shall return or destroy said Confidential Information as directed by the Owner in writing.

5. Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the Owner shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

#### **K. Performance Guarantee**

The Contractor is required to make the following Performance Guarantees to the Owner and assume liability for all associated performance damages.

1. The Contractor shall be obligated to accept material by the scheduled Service Commencement Date. In the event of delays beyond such date, the Contractor shall be liable to the Owner for all cost incurred for alternative handling, transportation, processing, recycling and/or disposal of wastes.

2. The Contractor shall guarantee pickup and acceptance of materials during Owner's hours of operation. In the event of failure to pick-up or rejection of wastes, the Contractor shall be liable to reimburse the Owner for any incremental cost incurred in making alternative arrangements for pickup, transfer, processing, recycling and/or disposal.

3. The Contractor shall be obligated to operate in compliance with all applicable federal, state, and local environmental and other permits and licenses; WISHA requirements, if applicable; Department of Ecology and all other federal, state and local statutes, ordinances, rules, regulations and laws. Continued inability to do so will be grounds for termination of this Contract. All penalties shall be paid by the Contractor. All liabilities will be assumed by the Contractor.

#### **L. Performance Bond**

As security for performance under the terms of this Contract, the Contractor will be required to furnish, as of the Contract Execution Date a duly-executed Performance Bond upon the form provided, signed by approved surety or sureties in the amount of (insert the contract amount), conditioned upon the faithful performance of the contract by the Contractor. The Bond shall be in effect for the entire contract period, beginning with the Contract Execution Date. On the anniversary date of the contract or any extension thereafter, at the request of the Contractor, and approved by the Owner, an Irrevocable Letter of Credit in the amount of the contract may be assigned to the Owner for the term of the contract in lieu of a Performance Bond.

At any time and as often as may be deemed necessary, the Owner may require any or all sureties or any surety company to appear and qualify them upon the bond, or show continued assignment of the prescribed savings account. Whenever such surety or sureties are deemed by the Owner to have become insufficient, the Owner may demand in writing that the Contractor furnish additional surety in an amount not exceeding that originally required as may be deemed necessary considering the work remaining to be done. No further transportation or recycling/disposal of waste shall be allowed until such additional surety as required is furnished.

Upon the extension of this contract, a new contract bond will be required.

#### **M. Indemnification and Hold Harmless:**

Contractor agrees to protect, defend, indemnify and hold harmless the Owner, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of (enter Contractor name), its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

If the negligence or willful misconduct of both (enter Contractor name) and the Owner (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between (enter Contractor name), and the Owner in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

#### **N. Contractor's Liability Insurance:**

1. The Service Provider agrees to indemnify and save harmless the Owner, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character





5. *Business Auto Policy (BAP)*: In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$5,000,000 per occurrence. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

6. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability - Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided and the Motor Carrier Act Endorsement (MCS 90) shall be attached and required after award and must cover all vehicles to be used with this contract.

7. Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the Owner and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

9. The Owner reserves the right to require higher or lower limits where warranted.

#### **O. Change or Notice**

1. Any Alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

2. In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

3. Notices of Business Changes: Contractor shall notify the Owner in writing within three (3) business days of any change in ownership of the facilities of the successful proposer or of the facilities of any subcontractor. The successful proposer shall notify the Owner in writing as soon as possible, and in no event later than three (3) business days, after any decision by the successful proposer to change or discontinue service that will affect services provided to the Owner under this Contract.

4. The Owner shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the Owner, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO OWNER:

City/County Purchasing Office  
Susan Knotts, Buyer II  
City of Yakima  
129 North 2<sup>nd</sup> Street  
Yakima, WA 98901

TO CONTRACTOR:

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**P. Price Increases**

1. The rates and discounts in exhibit A shall be consistently applied. All fixed pricing will remain firm throughout the first twelve months of the Contract and all index pricing will remain firm for the life of the Contract.

2. Non-index priced items: Price change request, if requested by the Contractor on the anniversary date of the contract, shall not produce a higher profit margin than that on the original Proposal. Any price change request must be submitted in writing, clearly identify the items impacted and be accompanied by documentation acceptable to the Owner which demonstrate to be industry-wide and sufficient to warrant an increase. All price increase request shall be approved by the City/County's Purchasing Office. No other employee may accept a price change request on behalf of the Owner. If approved, the price change shall take effect thirty (30) days after notification was received by the City/County's Purchasing Office and remain firm for the subsequent 12-month term. The conditions under which price increases may be granted shall be expressed in proposal documents and contracts or agreements.

Index price items (used motor oil): Because index pricing fluctuates from one day to another, contract prices will be allowed to increase or decrease during the life of the contract using the WTI benchmark specified above that serves as the basis for establishing the contract unit price. The price for used motor oil in the contract award shall escalate/de-escalate in exact proportion, using the multiplier, to the established index benchmark, and the multiplier shall remain firm throughout the contract period and any renewals thereafter.

3. Price increases for any other justifiable reason will be considered on a case-by-case basis. Price increase requests will not be considered or granted until any outstanding required financial reports have been submitted to the Owner.

**Q. Suspension of Work**

1. The Owner may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the Owner's control are interfering with normal progress of the Service. The Contractor may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond Contractor's control are interfering with normal progress of the Service. The Contractor may suspend Service on the Project in the event the Owner does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the Service shall be extended by the number of days the Service is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation,

and both parties are granted the option to terminate the Service on the suspended portion of Project in accordance with the section R. Termination below.

## **R. Termination**

1. Termination for Cause: The Owner may terminate the Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the Owner ninety (90) calendar days' notice of the Owner's right to cure a failure of the Owner to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration

2. Termination for Convenience: Either party may terminate the Contract at any time, without cause, by providing a written notice; the Owner by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least ninety (90) calendar days' notice to the Owner in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract and likewise, the Owner shall be compensated for payments owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the Owner, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the Owner, the Contractor may be compensated for the actual service hours provided. The Owner shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

3. Contract Cancellation: The Owner reserves the right to cancel the Contract in whole or in part without penalty if the Contractor:

- a. Breaches or defaults an obligation under the Contract;
- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- d. Fails to comply with any federal, state or local laws, rules, orders or ordinances, or regulations that pertain to the transportation, handling, processing, recycling, disposal, of hazardous wastes;
- e. Excess of orders, notices or citations;
- f. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- g. Makes an assignment for the benefit of creditors;
- h. Fails to follow the sales and use tax certification requirements of the State of Washington
- i. Incurs a delinquent Washington tax liability;
- j. Becomes a State or Federally debarred Contractor;
- k. Is excluded from federal procurement and non-procurement Contracts;
- l. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;

- m. Fails to maintain the confidentiality of the Owner information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- n. Contractor performance threatens the health or safety of a City, County or municipal employee or the public;
- o. Change in Funding: If the funds upon which the Owner relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Owner may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

## **S. Dispute Resolution**

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

## **T. Re-Award**

When the contract is terminated by the vendor upon 90 days notice as herein provided, the Owner, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer.

When a vendor is unable to supply goods and/or services to the Owner and is in breach of the contract, or when the contract is terminated by the Owner for cause as herein provided, the Owner reserves the right to re-award the contract to the next most responsible Proposer.

## **U. Miscellaneous**

1. Assignment: This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the Owner. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.
2. No Conflict of Interest: Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.
3. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
4. Contract Preservation: If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force.

5. Promotional Advertising / News Releases: Reference to or use of the Owner, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Owner. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
6. Time is of the Essence: Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.
7. No Insurance: It is understood that the Owner does not maintain liability insurance for Contractor and/or its employees or subcontractors.
8. Expansion clause: Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service.
9. Ownership: All material produced as a result of this Contract shall be the exclusive property of the Owner. Additionally, the Owner shall have unrestricted authority to reproduce, distribute, and use any submitted report, template, data, or material, and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.
10. Safety Requirements: All materials, equipment, and supplies provided to the Owner must comply fully with all safety requirements, federal, state and local laws, ordinances, rules, regulations as set forth by the State of Washington RCW's, WAC's and all applicable OSHA Standards.
11. Access and Review of Contractor's Facilities: The Owner may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor's Subcontractor upon request and reasonable notice during the term of the contract and contract renewals/extensions.
13. Notice of Change in Financial Condition: If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the Owner in writing. Failure to notify the Owner of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.
14. Termination Due to Change in Funding: If the funds upon which the Owner relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Owner may terminate this Contract by providing at least sixty (60) business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
15. Facility Security: The Owner may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the Jail's security rules and procedures. The Owner reserves the right to search any person, property, or article entering its facilities.
16. Waiver of Breach: A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

17. Severability: If any portion of this Contract is changed per mutual agreement or any portion is held invalid, the remainder of the Contract shall remain in full force and effect.

18. Integration: This Contract, along with Yakima County's RFP 11514-P and the Contractor's Response to the Request for Proposal ("RFP"), represents that entire understanding of the Owner and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

19. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

20. Venue: The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Yakima County, Washington.

**DONE** this \_\_\_\_ day of \_\_\_\_\_ 2016

**CONTACTOR**

**BOARD OF YAKIMA COUNTY COMMISSIONERS**

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
J. Rand Elliott, Chairman

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Michael D. Leita, Commissioner

\_\_\_\_\_  
Attest: Tiera L. Girard  
Clerk of the Board

\_\_\_\_\_  
Kevin J. Bouchey, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

## **X. REQUIRED FORMS**

**A. The following forms shall be completed and submitted/uploaded into Public Purchase with Proposal in accordance with the instructions given in *Section III Preparing and submitting a Proposal*. Blank forms are attached.**

1. Signature Sheet (Page 2)
2. Price Form
3. Vendor Questionnaire
4. Safety Questionnaire
5. Proposer References
6. Orders, Notices or Citations (for Contractor and Subcontractor)

**B. The following forms shall be completed and submitted at Contract Award and before Contract Execution Date. Blank forms are attached.**

1. Performance Bond (due at contract award)
2. Certificate of Insurance with Additional Insured Endorsement (due at contract award)

## PRICE FORM

**MUST BE SUBMITTED/UPLOADED INTO PUBLIC PURCHASE WITH YOUR PROPOSAL**  
**Failure to complete Price form may be sufficient grounds for rejection of RFP.**

### Instructions for Completing Price Form

THIS FORM IS MANDATORY. ANY PROPOSALS RECEIVED WITHOUT THE PRICE FORM WILL BE DISQUALIFIED.

THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT ANY OR ALL SERVICE(S) AT THE PRICE PROPOSED.

Entries represent waste locations to be collected, transported for processing, recycling and/or disposal. If you have experience in other services, add those as a new entry to the bottom of the table, filling out all the columns for the new entry.

### SCHEDULE 1

Quantity (column C.): The actual quantity of used motor oil from each location is unknown. Yakima County collected a total of 62,510 gallons in 2015. Quantities listed are estimates.

Unit (column D.): Unit of measure by which *Unit Price* shall be based on.

WTI Daily Average (column E.): West Texas Intermediate index, Daily Posted Pricing posted on the 10<sup>th</sup> day of the previous month; for the purpose of this Proposal, pricing will be based off of July 10, 2016.

Plus or Minus (+/-) Percent of WTI (column F.): A percent, based off the WTI Daily Posted Price (column E), either greater or lesser used to calculate the *Unit Price* in (column G) that the Contractor will pay to the Owner. *Example; Column E. plus (+)25% -or- (-)25% = Column G.*

Unit Price Paid to COUNTY (column G.): The amount CONTRACTOR will pay to the County if the WTI is \$40 a barrel or more.

PLEASE PROPOSE YOUR LOWEST PRICE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING.

ALL PROPOSALS TO BE BID *FOB DESTINATION*.

BID ON EACH ITEM SEPARATELY AND EXTEND NET UNIT PRICES.

<b>SCHEDULE 1</b> <b>USED MOTOR OIL – When WTI is \$40 a barrel or MORE (Rounded to the nearest 100<sup>th</sup>)</b>						
<u>A.</u> Item No.	<u>B.</u> Description	<u>C.</u> Qty	<u>D.</u> Unit	<u>E.</u> WTI Daily Average per barrel as of 07/10/16	<u>F.</u> (+/-) % of WTI that contractor will pay Owner	<u>G.</u> Unit Price Paid to County When WTI is \$40 a barrel or more, rounded to the nearest 100 <sup>th</sup> . (Amount in Column E. + or - Percent in Column F. = Column G.)
	<b>Example</b>	<b>1</b>	<b>Gal</b>			
1.	Bleyhl Farm and Home Supply 940 E. Wine County Rd., Grandview	1	Gal.	\$	_____ %	\$
2.	Bleyhl Farm and Home Supply 1720 Eastway Rd., Sunnyside	1	Gal.	\$	_____ %	\$
3.	Bleyhl Farm and Home Supply 1404 1 <sup>st</sup> Ave., Zillah	1	Gal.	\$	_____ %	\$
4.	Cenex 2202 S. 1 <sup>st</sup> Street, Yakima	1	Gal.	\$	_____ %	\$
5.	Cheyne Landfill 4970 Cheyne Rd., Zillah	1	Gal.	\$	_____ %	\$



A. Item No.	B. Description	C. Qty	D. Unit	E. WTI Daily Average as of 07/10/16	F. (+/-) % of WTI that contract will pay Owner	G. Unit Price Paid to County When WTI is \$40 a barrel or MORE, rounded to the nearest 100 <sup>th</sup> . (Amount in Column E. + or - Percent in Column F. = Column G.)
6.	City of Mabton Main Street, Mabton	1	Gal.	\$	_____ %	\$
7.	City of Moxee 255 W. Seattle Ave., Moxee	1	Gal.	\$	_____ %	\$
8.	Harold's General Merchandise 4080 Harrah Rd., Harrah	1	Gal.	\$	_____ %	\$
9.	Highland Quick Stop 16841 Summitview Rd., Cowiche	1	Gal.	\$	_____ %	\$
10.	Lower Valley Transfer Station 1150 Luther Rd., Granger	1	Gal.	\$	_____ %	\$
11.	Mt. Clemen Chevron 9331 Highway 12, Naches	1	Gal.	\$	_____ %	\$
12.	Schuck's O'Reilly Auto Supply 1216 S. 1 <sup>st</sup> Street, Yakima	1	Gal.	\$	_____ %	\$
13.	Suntides Market 11 Pence Rd., Gled	1	Gal.	\$	_____ %	\$
14.	Terrace Heights Landfill 7151 Roza Hill Drive, Yakima	1	Gal.	\$	_____ %	\$
15.	Topp Auto Parts 717 W. 1 <sup>st</sup> Street, Wapato	1	Gal.	\$	_____ %	\$
16.	Town of Granger 102 Main Street, Granger	1	Gal.	\$	_____ %	\$
17.	Zillah City Shop 132 1 <sup>st</sup> Ave., Zillah	1	Gal.	\$	_____ %	\$

### **SCHEDULE 2 and 3**

Unit Price Paid to CONTRACTOR: The amount County will pay to the contractor for services.

<b>SCHEDULE 2</b> <b>USED MOTOR OIL – When WTI is \$39.99 a barrel or LESS (Rounded to the nearest 100<sup>th</sup>)</b>					
Item No.	Item No.	Qty.	Unit	Unit Price	Extended Price Paid to Contractor
18.	Bleyhl Farm and Home Supply 940 E. Wine County Rd., Grandview	1	Gal	\$	\$
19.	Bleyhl Farm and Home Supply 1720 Eastway Rd., Sunnyside	1	Gal	\$	\$

Item No.	Description	Qty.	Unit	Unit Price	Extended Price Paid to Contractor
20.	Bleyhl Farm and Home Supply 1404 1 <sup>st</sup> Ave., Zillah	1	Gal.	\$	\$
21.	Cenex 2202 S. 1 <sup>st</sup> Street, Yakima	1	Gal.	\$	\$
22.	Cheyne Landfill 4970 Cheyne Rd., Zillah	1	Gal.	\$	\$
23.	City of Mabton Main Street, Mabton	1	Gal.	\$	\$
24.	City of Moxee 255 W. Seattle Ave., Moxee	1	Gal.	\$	\$
25.	Harold's General Merchandise 4080 Harrah Rd., Harrah	1	Gal.	\$	\$
26.	Highland Quick Stop 16841 Summitview Rd., Cowiche	1	Gal.	\$	\$
27.	Lower Valley Transfer Station 1150 Luther Rd., Granger	1	Gal.	\$	\$
28.	Mt. Clemen Chevron 9331 Highway 12, Naches	1	Gal.	\$	\$
29.	Schuck's O'Reilly Auto Supply 1216 S. 1 <sup>st</sup> Street, Yakima	1	Gal.	\$	\$
30.	Suntides Market 11 Pence Rd., Glead	1	Gal.	\$	\$
31.	Terrace Heights Landfill 7151 Roza Hill Drive, Yakima	1	Gal.	\$	\$
32.	Topp Auto Parts 717 W. 1 <sup>st</sup> Street, Wapato	1	Gal.	\$	\$
33.	Town of Granger 102 Main Street, Granger	1	Gal.	\$	\$
34.	Zillah City Shop 132 1 <sup>st</sup> Ave., Zillah	1	Gal.	\$	\$
<b>SCHEDULE 3 SPENT ANTIFREEZE</b>					
35.	Terrace Heights Landfill 7151 Roza Hill Drive, Yakima	7,195	Gal.	\$	\$

**SCHEDULE 4 and 5**

Unit Price: Is to be per 55 Gallon Drum.

SCHEDULE 4					
CRUSHED FILTERS – Shipped in 55 Gallon Drums					
Item No.	Description	Qty.	Unit	Unit Price Per 55 Gallon Drum	Extended Price Paid to Contractor
36.	Terrace Heights Landfill 7151 Roza Hill Drive, Yakima	2569	Pounds	\$	\$
SCHEDULE 5					
UNCRUSHED FILTERS - Shipped in 55 Gallon Drums					
37.	Terrace Heights Landfill 7151 Roza Hill Drive, Yakima	37,765	Pounds	\$	\$

**FREIGHT:** *Included  
FOB Destination*

Emergency Pick Up Fee: \$ \_\_\_\_\_

Enter Prompt Payment Discount if paid  
within fifteen (15) days upon receipt of  
invoice *Prompt Payment offered  
\_\_\_\_\_ % Net 15 Days*

**MUST BE SUBMITTED/UPLOADED INTO PUBLIC PURCHASE WITH YOUR PROPOSAL****Failure to complete Vendor Questionnaire may be sufficient grounds for rejection of RFP.**

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. **Failure to submit this form fully complete, may result in disqualification of Proposal.**

**VENDOR INFORMATION****Proposer's Legal Name:** \_\_\_\_\_**Company's dba:** (if applicable) \_\_\_\_\_CEO/President  
Name: \_\_\_\_\_Business  
License No. \_\_\_\_\_

UBI No. \_\_\_\_\_

Federal  
EIN No. \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

**Name the person to contact for questions concerning this proposal.**

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

PROPOSER: \_\_\_\_\_

## VENDOR QUESTIONNAIRE

Page 2 of 4

### OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain: \_\_\_\_\_

### FINANCIAL RESOURCES AND RESPONSIBILITY

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Is your firm in the process of or in negotiations toward being sold? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm or a governmental/private entity terminated your firm's contract prior to contract completion? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

PROPOSER: \_\_\_\_\_

## VENDOR QUESTIONNAIRE

Page 3 of 4

### DISPUTES

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

- Payment to subcontractors? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

- Work performance on a contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Does your firm have any outstanding judgments pending against it? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm been assessed liquidated damages on a contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

### COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.*

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

### BUSINESS INTEGRITY

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

**VENDOR QUESTIONNAIRE**

Page 3 of 4

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.*

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

# Safety Questionnaire

**MUST BE SUBMITTED/UPLOADED INTO PUBLIC PURCHASE WITH YOUR PROPOSAL**

**Failure to complete the Safety Questionnaire may be sufficient grounds for rejection of RFP.**

1. Are materials shipped on communication-equipped trucks? Yes No

2. What safety equipment is carried on the collection/delivery trucks?

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

E. \_\_\_\_\_

3. What is your loading procedure (using the above listed safety equipment)?

\_\_\_\_\_

\_\_\_\_\_

4. What hazardous waste emergency training will the drivers receive?

Name of Course:

Number of Hours:

Date of Training:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

5. What procedures are proposed for hazardous waste emergencies during transport?  
(I.e. Will local Fire Departments be notified of transport routes and times?)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

6. Who in the supplier's organization do we contact in case of emergency?

\_\_\_\_\_  
(Name, Position, Phone number)



## PROPOSER REFERENCES

**MUST BE SUBMITTED/UPLOADED INTO PUBLIC PURCHASE WITH YOUR PROPOSAL**

**Failure to complete Reference form may be sufficient grounds for rejection of RFP.**

**Please list your most recent references similar in scope to Yakima County for the past three (3) years. Use additional paper if needed.**

**1) Company Name** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Describe service and experience with reference

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**2) Company Name** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Describe service and experience with reference

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**3) Company Name** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Describe service and experience with reference

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**ORDERS, NOTICES OR CITATIONS**  
(PROPOSERS AND SUBCONTRACTORS)

**MUST BE SUBMITTED/UPLOADED INTO PUBLIC PURCHASE WITH YOUR PROPOSAL**  
**Failure to complete Reference form may be sufficient grounds for rejection of RFP.**

Submit a list of any and all Environmental or Safety Law-related orders, notices, or citations received during the past three (3) years by the Proposer and any facility or subcontractor proposed to be used in performance of this Contract. List the status of the response to any order, notice or citation. Use additional paper if needed.

COMPANY NAME: \_\_\_\_\_

If no such orders, notices, or citations were received by Proposer or any proposed facility or subcontractor, please check here: \_\_\_\_\_

Proposer?      Yes: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

                    No: \_\_\_\_\_

Subcontractor?    Yes: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

                    No: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ Phone No: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Type of Order, Notice or Citation: \_\_\_\_\_

\_\_\_\_\_

Date of Order, Notice or Citation: \_\_\_\_\_

\_\_\_\_\_

Response to Order, Notice or Citation: \_\_\_\_\_

\_\_\_\_\_

Status of Response: \_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE BOND**  
**To YAKIMA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Vendors with municipal corporations, as surety, are jointly and severally held and firmly bound to YAKIMA COUNTY in the penal sum of \$ \_\_\_\_\_ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of YAKIMA COUNTY.

DATED at Yakima, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Nevertheless, the conditions of the above obligations are such that:

WHEREAS, pursuant to action taken by the Board of County Commissioners on \_\_\_\_\_, 20\_\_\_\_, the Board of County Commissioners and Clerk of the Board of YAKIMA COUNTY has let or is about to let to the said \_\_\_\_\_ the above bounden Principal, a certain contract, the said contract being numbered \_\_\_\_\_ and providing for \_\_\_\_\_ (which contract is referred to herein and is made a part hereof as though attached hereto), and,

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said \_\_\_\_\_ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or with such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, sub-Vendors and material men, and all persons who shall supply said principal of sub-Vendors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY harmless from any loss or damage occasioned to any person or shall supply said principal or sub-Vendors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY, its officers, employees and agents, harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any sub-Vendor in the performance of said work, and shall indemnify and hold YAKIMA COUNTY, its officers, employees and agents, harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by YAKIMA COUNTY, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved:

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)  
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

INSURANCE AGENT ISSUING CERTIFICATE  
ADDRESS

INSURED

ENTITY INSURED  
ADDRESS

CONTACT NAME Insurance Agent Information

PHONE (A/C No. Ext.) FAX (A/C, No.)

E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: A-VII or better, admitted carrier

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	ADOL INSR	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY/AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$4,000,000
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	POLICY NUMBER Stop Gap/EL Only	start date	stop date	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000
	EL EACH ACCIDENT \$ 1,000,000						
	EL DISEASE - EA EMPLOYEE \$ 1,000,000						
	EL DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Yakima/County of Yakima  
Purchasing Department  
129 N. 2nd Street  
Yakima, WA 98901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE

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ACORD25(2010/05)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

THE CITY OF YAKIMA, YAKIMA COUNTY, ITS AGENTS, EMPLOYEES, ELECTED &  
APPOINTED OFFICIALS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded additional insureds, the following are added:

**2. Exclusions**

This insurance does not cover "injury" or "property damage" caused by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(1) All work, including materials, parts or equipment furnished in connection with your work, on the project (other than maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.